



CITY OF COSTA MESA
ADMINISTRATIVE SERVICES DEPARTMENT – RECREATION DIVISION
77 FAIR DRIVE, COSTA MESA, CA 92626
(714) 754-5300 • Fax (714) 754-5166

APPLICATION AND AGREEMENT FOR USE OF PARK FACILITIES

Event Date: _____

Reservation Number: _____

USER AGREEMENT

I hereby certify that I shall be personally responsible for any damage or unnecessary abuse to buildings or equipment on said premises.

Applicant agrees to hold the City of Costa Mesa harmless and free from any liability of any nature, arising out of the use of City Recreational Facilities, to include reimbursement of any legal costs and fees incurred in defense of such claims. I AGREE TO ABIDE BY AND ENFORCE THE RULES AND REGULATIONS OF THE CITY OF COSTA MESA AND CERTIFY THAT I HAVE READ AND AGREE TO THE RULES AND REGULATIONS ON THE APPLICATION AS TERMS HEREIN.

Date: _____

Signature: _____

PARK FACILITY INFORMATION

Is event open to the public? ☐ Yes ☐ No Admission Charge? ☐ Yes ☐ No

Will your group be engaged in commercial activities while utilizing the park? ☐ Yes ☐ No

If yes, in what way? _____

Nets will not be provided for volleyball court use.

The maximum number of participants for this event will NOT exceed _____. (initial) _____

INSURANCE REQUIREMENTS

FACILITY USER shall provide written evidence to CITY of the existence and content of all insurance coverage (if required) as in this Agreement provided.

☐ CITY ELECTS LIABILITY INSURANCE OPTION (Copy of FACILITY USER'S Policy of Insurance and endorsement naming CITY as an additional named insured attached hereto as Exhibit 1).

☐ CITY waives liability insurance option.

I will be utilizing the services of a bounce house/pony ride/caterer/etc. company for my event? ☐ Yes ☐ No

Type of service: _____ Name of Company: _____

RECREATION DIVISION
754-5300

PARK RANGER – POLICE DEPARTMENT
754-5252

EMERGENCIES ONLY
911

ORDINANCE NO. 86-19, Section 12-18

- a. No person shall disobey any instruction, sign, or notice posted by the City in any park, recreation center, or building or structure thereon for its reasonable regulation use, or
- b. No person shall disobey any reservation notice issued or posted by the City concerning use of any park facility site, tables, or other public accommodations therein.

ORDINANCE NO. 89-19, Section 11-3

No person shall bring or consume any alcoholic beverage in public parks, except in any area of public park where drinking has been expressly approved by the City Council or its designee.

ORDINANCE NO. 68-10

Vehicles are not permitted on park grounds and will be ticketed.

ORDINANCE NO. 86-19, Section 12-20 (5)

No person shall make any fire or hold any barbecue except at places designated by the director.

HOLD HARMLESS AND INDEMNITY AGREEMENT

I, facility user, have expressed the desire to utilize a City facility as stated on this application.

We, the City of Costa Mesa, agree to provide access to the facility requested on this application

NOW, THEREFORE, for and in consideration of the covenants herein contained, performed, and to be performed, the parties hereto agree as follows:

- A. CITY shall schedule access to and make all provisions for FACILITY USER to enter and use said public facility as required for him to fulfill the purpose of this Agreement.
- B. Designate in writing an Administering Officer to act as CITY's representative with respect to the use of the facility contemplated hereunder. Such person shall have complete authority to transmit instructions, receive information, and interpret and define CITY's requirements in connection with said use.
- C. FACILITY USER hereby agrees to defend at his own cost and to indemnify and hold harmless CITY, its officers, agents and employees from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of this Agreement (including but not limited to such liability, costs, damage, loss, claim, or expense, arising from the death or injury to an agent, member, invitee, or employee of FACILITY USER, or of CITY or damage to the property of FACILITY USER, or of CITY or of any agent, member, invitee or employee of FACILITY USER, or of CITY), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of CITY or any of its agents or employees other than negligent omission or commissions of CITY, its agents or employees, in connection with the general supervision or direction of the use of said facility. FACILITY USER, in addition to the foregoing, specifically shall indemnify and save harmless CITY, any and all of CITY's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the use of said public facility or safety of materials or equipment supplied by CITY or others at the direction of CITY and used in the performance of the purpose hereunder.
- D. It is further understood and agreed that FACILITY USER shall be acting at all times as an independent contractor herein and not as an employee of CITY. FACILITY USER shall secure at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation and other payroll deductions for FACILITY USER and his officers, agents and employees and all business licenses, if any, in connection with the use of said facility.
- E. CITY may at its option, elect to require FACILITY USER to secure and maintain throughout the period of use contemplated under this Agreement, bodily injury and property damage liability insurance with policy limits of not less than \$500,000/\$1,000,000 therefor, or, alternately, a \$1,000,000 combined single limit, with CITY as an additionally named insured. Such policy or policies of insurance shall further provide that said policies of FACILITY USER shall be primary over any insurance held by CITY that may be applicable.
- F. The provisions hereof and the exhibits hereto annexed represent the entire Agreement between the parties. This Agreement, the exhibits hereto and any special provisions to which the Agreement is subject may only be altered, amended, or rescinded by a duly executed written Agreement.

Executed in the City of Costa Mesa, County of Orange, State of California, and subject to laws thereof.